

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

PHARMACIA CORPORATION N/K/A
PFIZER INC.,

Plaintiff,

v.

TWIN CITY FIRE INSURANCE
COMPANY,

Defendant.

Civil Action No. 2:18-cv-00510-ES-
MAH

**MOTION TO SEAL
SUPPLEMENTAL EVIDENCE IN
SUPPORT OF DEFENDANT’S
MOTION FOR SUMMARY
JUDGMENT**

Twin City Fire Insurance Company (“Twin City”) files this Motion to Seal Exhibit 50 attached to the Notice of Supplemental Filing filed contemporaneously herewith. In support of this motion, Twin City states as follows:

1. Counsel for Defendant Twin City and Plaintiff previously conferred and agreed about the need to file under seal settlement agreements between Pharmacia and its insurers produced pursuant to this Court’s September 24, 2018 Order (ECF #67) compelling Pharmacia to produce settlement agreements entered into with other insurers in the insurance tower at issue, under a designation of Attorney’s Eyes Only pursuant to the Discovery Confidentiality Order entered into on June 25, 2018. These settlement agreements contain sensitive and confidential information relating to confidential settlements Pharmacia has entered into with other insurers, as this Court recognized in its previous sealing order (ECF #106).

2. On June 28, 2019, the parties cross-moved for Summary Judgment (ECF #87-91).

3. On November 5, 2019, the Court granted the parties’ Joint Motion to Seal Motions and Oppositions for Summary Judgment Pursuant to L. Civ. R. 5.3(c) and to File Redacted Versions for Public Access (ECF #106).

4. On December 1, 2019, Defendant Arch Specialty Company (“Arch”) and Pharmacia entered into a Settlement Agreement and Release (the “Arch Settlement Agreement”), which Pharmacia produced to Twin City consistent with this Court’s prior order and reserving Pharmacia’s prior objections to the production of its settlement agreements with other insurers. A stipulation of dismissal with prejudice was filed on January 7, 2020 (ECF #110).

5. On March 26, 2020, the Court appointed a mediator and stayed this Action for all purposes (ECF #115).

6. On May 18, 2020, the parties informed the Court that they had engaged in mediation but were unable to reach a settlement and respectively requested that this Action be reinstated (ECF #117).

7. On May 27, 2020, the Court reinstated this Action and permitted the parties to file new notices of motion for summary judgment and accompanying affidavits (ECF #117), which the parties have done.

8. Twin City now moves for an Order pursuant to L. Civ. R. 5.3(c) permanently sealing Exhibit 50, the Arch Settlement Agreement, which Twin City has submitted as supplemental evidence supporting its Motion for Summary Judgment.

9. With the Court’s permission, Twin City will file a final sealed version of the Arch Settlement Agreement.

10. There are legitimate private interests at stake which warrant the sealing request, namely, Pharmacia’s concerns regarding the prior settlement agreements Pharmacia entered into with various insureds.

11. The Arch Settlement Agreement is similar to the settlement agreements [DX40-44] that warranted a sealing request per this Court's September 24, 2018 Order. *See* ECF #67 & #106.

12. There is no prior sealing order for the aforementioned documents in this action (although as noted similar documents previously were sealed).

13. Twin City does not know of any party or non-party who objects or intends to object to the sealing request.

Dated: August 13, 2020

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